REMARKS

Claims 41 and 54 have been amended. No new matter has been added. The Applicant respectfully requests reconsideration of the Examiner's §103 rejections of the pending claims in light of the foregoing amendments and the following remarks.

Claim Rejections Under 35 U.S.C. §103(a)

Claims 41-64 stand rejected under 35 U.S.C. 103(a) as obvious in view of United States Patent No. to Purcell ("Purcell"), United States Patent No. 5,970,475 to Barnes, et al. ("Barnes") and United States Patent No. 5,956,489 to San Andres, et al., ("San Andres"). The Applicant respectfully traverses the Examiner's §103 rejections.

The Examiner cites Purcell as teaching a system for buyers and sellers to access a website "in which information pertaining to a particular product or service item is maintained as one of a plurality of records of the database." (Office action dated July 10, 2008, page 2). However, the Applicant respectfully asserts that Claim 41 recites a method step for "establishing *an internet address associated with a particular one of said transaction communities.*" Purcell teaches no such feature. Instead, Purcell describes a method and apparatus "for matching buyers and sellers of products and services." (Col. 1, ll. 26-27). Purcell discloses that a user accesses the website and is issued a username and password. ("[T]his authorization will be sought electronically by accessing the website...they will be issued an identifier such as an identification number or name for use when seeking access to the management system through the website. As a further security measure and as is common to many access-upon-request systems, a complimentary password will also be issued that double insures that those parties

accessing the information exchange system have been previously authorized by the host." (Column 9, ll. 21-33). However, Purcell fails to teach, suggest, or render obvious any "*internet address associated with a particular one of said transaction communities*" In fact, Purcell merely discloses accessing a website where various products or services are sold. Purcell cannot render obvious, in any way, transaction communities, or any internet address associated with a particular transaction community. Furthermore, neither Barnes nor San Andres make up for the shortcomings of Purcell in this respect, as neither Barnes nor Sand Andres make any reference to any internet address "*associated with a particular one of said transaction communities"* as recited in Claim 41. Thus when taken singly, or in combination, Purcell, Barnes and San Andres cannot anticipate or render obvious the Claim 41 method step of "establishing *an internet address associated with a particular one of said transaction communities.*"

Additionally, none of the cited reference anticipate, or in any way render obvious, the claim 41 method step of "establishing information and business rules common to members of each of one or more transaction communities stored in a database." Purcell is directed to an automated inventory system. Purcell makes no mention of any kind of business rules, or establishing nay such business rules common to members of any transaction community. Likewise, Barnes and San Andres, teaching an electronic trading system and a automated electronic transaction arbitration system, respectively, fail to teach any business rules common to member of each of one or more transaction communities" as recited in Claim 41.

While the Examiner states that San Andres teaches the use of an "Arbiter (selected option for resolving bills or debt, the agreement to use an arbiter constitutes a

business rule)" (Office Action of July 10, 2008, page 4), the Applicant respectfully disagrees with the Examiner's interpretation of the teachings of San Andres. San Andres is directed to the resolution of synchronization between replication application servers. (Col. 4, ll 29-35; Col. 15, ll. 36-46. The transactions addressed by San Andres are data updates that are managed by the Arbiter. (Col. 16, ll. 39-59). The Arbiter cited by the Examiner merely posts data updates to multiple servers, eliminating the need for a shared database. (Col. 15, ll. 37-46; Col. 16, ll. 39-59). San Andres makes no reference to rules common to users of a transaction community.

Thus, Purcell, Barnes and San Andres, taken singly, or in any combination, cannot anticipate, or render obvious, the Claim 41 method step of "establishing information and business rules common to members of each of one or more transaction communities stored in a database."

Claim 41 also recites a method step of "providing, *in response to said interactive exchange of information,* the at least one user with at least one option for resolving said *pre-existing* bill, debt or other transaction according to said established information and business rules...*wherein said at least one option comprises at least an option of negotiating the pre-existing bill, debt or transaction and an option of paying at least a portion of the pre-existing bill, debt or transaction.*"

None of the cited references are directed to the resolution of any pre-existing bill, debt or transaction. Additionally, none of the cited references anticipate, or in any way render obvious, an option of resolving the debt "*wherein said at least one option comprises at least an option of negotiating the pre-existing bill, debt or transaction and an option of paying at least a portion of the pre-existing bill, debt or transaction.*"

Purcell is directed to an online marketplace. Such an online marketplace is designed to provide access to the marketplace for selected buyers and sellers. (Col.6, ll 17-19). Once admitted to the marketplace, the users of Purcell may enter into a *new* transaction (Col. 6, ll. 50-60). Nowhere does Purcell, Barnes or San Andres teach or render obvious the ability to give any user the option of resolving a pre-existing debt or obligation.

Additionally, Purcell fails to teach options for resolving a pre-existing debt where "*the at least one option comprises at least an option of negotiating the pre-existing bill, debt or transaction and an option of paying at least a portion of the pre-existing bill, debt or transaction.*". Claim 41 is directed to a method for providing a system where a debtor and a creditor may reach a resolution o an outstanding obligation through negotiation and/or payment. None of the cited references disclose any such method. As Purcell is directed to an online marketplace, the only options aere sales and purchases. Purcell discloses no options to negotiate or pay at least a portion of a pre-existing bill, debt or transaction. Likewise, Barnes and San Andres fail to teach, disclose, or in any way render obvious "at least an option of negotiating the pre-existing bill, debt or transaction and an option of paying at least a portion of the pre-existing bill, debt or transaction."

Therefore, whether taken singly, or in any combination, Purcell, Barnes and San Andres cannot anticipate, or in any way render obvious, the method step of "providing, *in response to said interactive exchange of information,* the at least one user with at least one option for resolving said *pre-existing* bill, debt or other transaction according to said established information and business rules...*wherein said at least one option comprises at least an option of negotiating the pre-existing bill, debt or transaction and an option of*

paying at least a portion of the pre-existing bill, debt or transaction" as recited in Claim 41.

Thus, Purcell, Barnes and San Andres fail to teach, disclose or in any way render obvious, every element of Claim 41. Therefore, independent Claim 41 is patentable over Purcell, Barnes and San Andres for at least the reasons stated above. Accordingly, the Applicant respectfully requests the Examiner's withdrawal of the §103 rejection of Claim 41 and the allowance of the same.

Independent Claim 54 recites limitations analogous to those discussed above with respect to Claim 41. The Applicant respectfully asserts that Claim 54 is, therefore, patentable over the cited prior art for at least the same reasons as Claim 41, and respectfully requests the Examiner's withdrawal of the §103 rejection of Claim 54 and the allowance of the same on the merits.

Claims 42-53 depend from independent Claim 41, while Claims 55-64 depend from independent Claim 54. Claims 42-53 and 55-64, therefore, have all of the features and limitations of the independent claims from which they depend, respectively.

Thus, Purcell, Barnes and San Andres, taken singly, or in combination, fail to anticipate, or render obvious every element of Claims 42-53 and 55-64. The Applicant, therefore, respectfully requests that the Examiner withdraw the §103 rejection of Claims 42-53 and 55-64.

CONCLUSION

In view of the foregoing, the Applicant respectfully submits that the present invention as claimed in claims 41-64 represents a patentable contribution to the art and that the application is in condition for allowance. Early and favorable action is accordingly solicited.

Respectfully submitted,

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